

# THE FOREST LAWN GROUP COMMERCIAL FILM/PHOTOGRAPHY AGREEMENT

Name of Person/Firm ("Licensee"): \_\_\_\_\_

Address: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

E-Mail: \_\_\_\_\_

Project Description ("Project"): \_\_\_\_\_

Date(s) of Filming/Photography: \_\_\_\_\_

Time(s) of Filming/Photography: \_\_\_\_\_

Location(s) ("Property"):

- Forest Lawn Cemetery
- Lakeside Cemetery
- St. Matthew's Cemetery
- Williamsville Cemetery

Describe specific areas of the designated Property where photography will occur:

1. **License.** The Forest Lawn Group ("Forest Lawn") hereby grants Licensee, its agents and assigns, permission to enter upon and use the Property for the purpose of recording visual images and sound for the Project on the dates and time set forth above. All physical embodiments of filming, photographing and recording on the Property are hereafter referred to as the Materials.
2. **Fees.** As consideration for the rights granted to Licensee under this Agreement, Licensee shall pay to Forest Lawn the fees described on Schedule A attached hereto and made a part hereof by cashiers, certified or corporate check payable to "Forest Lawn." The fees must be received by Forest Lawn at least 48 hours prior to the above-noted dates of filming.
3. **Prohibitions.** Licensee agrees that it will not film or photograph: (a) funeral ceremonies or processions, (b) persons visiting grave sites, (c) stained glass windows, (d) interiors of private family mausoleums, or (e) signage, building names or other items that identify the Property as a Forest Lawn Group cemetery, unless Licensee has paid a full or half day "Comprehensive Site Use Fee." Monuments and mausoleum exteriors may be filmed or photographed, but the images must not include the name of any person whose inscription does not indicate a date of death. Licensee is responsible for obtaining releases from any persons who are filmed or photographed as part of the Project while on the Property as Forest Lawn does not have the authority to grant such rights.

4. **Use of Materials.** Licensee agrees that it will not use the Materials in any way that will adversely impact the good will and reputation of Forest Lawn.
5. **Property.** Licensee may not make any alterations to the Property or the cemetery (either temporary or permanent), including trimming, cutting or removing natural features such as trees and shrubs without the express written consent signed by the President of The Forest Lawn Group. All of the Licensee's vehicles and personnel must use the Delaware Avenue entrance at Forest Lawn Cemetery, the Camp Road entrance at Lakeside Cemetery and the Main Street entrance at Williamsville Cemetery. Upon arrival, Licensee's production crew must check in with cemetery security and staff. All of Licensee's vehicles and heavy rolling stock are restricted to cemetery roadways and may not cross lawn areas without express written permission of the cemetery. All of Licensee's vehicles, equipment and sets must be removed from the cemetery each day at the close of production. Licensee is responsible for any damage to Forest Lawn's property caused by Licensee's activities on the Property.
6. **Indemnification.** Licensee agrees to hold harmless, defend and indemnify The Forest Lawn Group, and its trustees, officers, employees, agents and contractors, from all claims, demands, causes of action, damages, or liabilities of any kind which may arise out of, directly or indirectly, or in connection with, the activities of Licensee, its agents, employees and contractors on the Property or in connection with the Project. The requirements of this section shall survive the expiration or earlier termination of this Agreement.
7. **Insurance.** Licensee must provide Forest Lawn with a Certificate of Insurance naming Forest Lawn as Additional Insured, and complying with the insurance requirements described in Schedule B attached hereto and made a part hereof.
8. **Rescheduling.** In the event Licensee is not able to conduct its activities on the Property at the dates and times set forth above, Forest Lawn may agree to re-schedule the filming or photography, in which event the terms and conditions of this Agreement shall continue to apply.
9. **Governing Law.** This Agreement shall be construed and interpreted in accordance with the laws of the State of New York without regard to conflict of laws principles.
10. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and may be amended only in a writing signed by both parties.

THE FOREST LAWN GROUP

By: \_\_\_\_\_  
Title

LICENSEE:  
 \_\_\_\_\_  
 Name of Licensee

By: \_\_\_\_\_  
Title

**THE FOREST LAWN GROUP  
POLICY REGARDING COMMERCIAL PHOTOGRAPHY  
USING ONLY A HAND-HELD CAMERA**

1. Family members and other visitors to The Forest Lawn Group of cemeteries (Forest Lawn Cemetery; Lakeside Cemetery; St. Matthew's Cemetery and Williamsville Cemetery) are welcome to take photographs for their own personal use. No permit or other permission from Forest Lawn is required for personal use photography.
2. Photographers taking photographs for commercial use who are using only a hand-held camera must check in at the cemetery office before taking photographs and must obtain a photography permit.
3. Commercial photographers subject to this policy are prohibited from photographing:
  - a) funeral ceremonies or processions
  - b) persons visiting grave sites
  - c) stained glass windows
  - d) interiors of private family mausoleums
  - e) signage, building names or other items that identify a Forest Lawn cemetery as the location of the photograph(s), unless the photographer obtains a "Comprehensive Site Use Permit."
  - a. Monuments and mausoleum exteriors may be photographed but the photographs must not include the name of any person whose inscription does not indicate a date of death.
4. Two types of photography permits are available:
  - a) "Basic Site Use" Permit for a fee of \$200.00
  - b) "Comprehensive Site Use Permit" for a fee of \$1,500.00. A comprehensive permit allows the photographer to photograph signage, building names or other items that identify a Forest Lawn cemetery as the location of the photograph. However, no such photographs may be used in any way that will adversely impact the good will and reputation of Forest Lawn.
5. Each photographer is responsible for obtaining appropriate releases from any persons whose images or names appear in his or her photographs. Forest Lawn does not have the authority to grant such rights.
6. Commercial photographers using any equipment in addition to a hand-held camera must enter into a Commercial Film/Photography Agreement with Forest Lawn before taking photographs at any Forest Lawn cemetery.

*\* Forest Lawn may, in its sole discretion, reduce the photography permit fee for 501(c)(3) organizations that can document their tax-exempt status or amateur/community service projects.*

**SCHEDULE A: FEES\***

Hourly charge for staff coordination (required)	\$35	Total \$	_____
Hourly charge for maintenance after site use (if needed)	\$25	Total \$	_____
Research fee for obtaining historical information (if needed)	\$25	Total \$	_____
Site Use (required)			
full day (basic)	\$ 200	Total \$	_____
full day (comprehensive)	\$1,500	Total \$	_____
half day (basic)	\$ 100	Total \$	_____
half day (comprehensive)	\$ 750	Total \$	_____
Security (required)			
full day	\$ 200	Total \$	_____
half day	\$ 100	Total \$	_____
Use of chapel as staging site (if needed)			
full day	\$ 414	Total \$	_____
half day	\$ 225	Total \$	_____
one hour	\$ 125	Total \$	_____
		Fee Total	\$ _____

*\* Forest Lawn may, in its sole discretion, reduce the photography permit fee for 501(c)(3) organizations that can document their tax-exempt status or amateur/community service projects.*

## **SCHEDULE B INSURANCE REQUIREMENTS**

All independent filming or commercial photographers performing services on The Forest Lawn Group's property (Forest Lawn, Lakeside, St. Matthew's or Williamsville Cemetery) must provide a Certificate of Liability Insurance prior to conducting the service, with the following coverages noted:

1. General liability, automobile, and equipment limits must be listed, at a minimum level of \$1,000,000.
2. Automobile Liability must be listed, with "Any Auto" box checked.
3. Excess / Umbrella Liability must be included at a minimum level of \$1,000,000.
4. Workers compensation and employer's liability must be listed at a minimum of the statutory limit.
5. "Description of Operations / Locations / Vehicles / Exclusions added by endorsement / Special Provisions" box must have the following information and/or language:  
  
"The Buffalo City Cemetery is included as an Additional Insured under General Liability. The inclusion of an additional insured shall be subject to all other terms and conditions contained in the general liability policy."
6. List cemetery name as Certificate Holder:  
  
The Buffalo City Cemetery  
aka The Forest Lawn Group [List name of] Cemetery  
1411 Delaware Avenue  
Buffalo NY 14209
7. Cancellation Box must contain the following language:  
  
"Should any of the above described policies be cancelled before the expiration date thereof, the issuing insurer will mail 30 days written notice to the certificate holder named to the left."

**SCHEDULE C  
SUMMARY OF PRODUCTION**

A. Production Date(s): \_\_\_\_\_ Production Time(s) \_\_\_\_\_

B. Description of scene to be filmed:

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C.  Script for the scene is attached.

D. Type of equipment to be used in the film / photography (circle one or both, if appropriate):

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E. Number of people involved in the “shoot”: \_\_\_\_\_

**DISTRIBUTION SUMMARY**

Detail Proposed Use of Film / Photographs (circle one).

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